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April 22, 1991

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JOHN M CARRICK\*  
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\*NOT ADMITTED IN D C

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INTERSTATE COMMERCE COMMISSION

VIA HAND DELIVERY

The Honorable Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

Re: Security Agreement And Mortgage Of Personal Property  
Used in Connection With The Operation Of A Railroad.

Dear Mr. Strickland:

Attached herewith please find an original and one  
counterpart of the document described below, to be recorded  
pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Security Agreement And Mortgage Of  
Personal Property Used In Connection With The Operation Of A  
Railroad, a primary document, dated February 1, 1991.

The names and addresses of the parties to the document are  
as follows:

Debtor:

Northern Rail Car Leasing, Inc.  
3240 West Van Norman Avenue  
Cudahy, Wisconsin 53110

Secured Party:

Bank One, Milwaukee, NA  
111 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202

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*M. H. Weiner*  
*Sydney*  
*Counterparts*

Hon. Sidney Strickland, Jr. -2-

April 22, 1991

A description of the equipment covered by the document is attached as Schedule I.

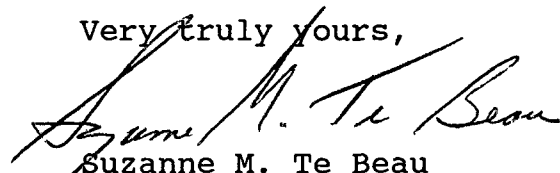
A filing fee of \$15.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the representative of this firm filing this document.

A short summary of the document to appear in the index follows:

A Security Agreement And Mortgage Of Personal Property Used In Connection With The Operation Of A Railroad between Northern Rail Car Leasing, Inc., 3240 West Van Norman Avenue, Cudahy, WI 53110 and Bank One, Milwaukee, NA, 111 East Wisconsin Avenue Milwaukee, WI 53202, dated February 1, 1991, and covering 6 locomotives, 246 RBL's and 79 covered hopper cars.

If you have any questions regarding this filing, please contact me at (202) 628-2000.

Very truly yours,



Suzanne M. Te Beau

Attachment

# SCHEDULE I

## Railroad Rolling Stock

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# Interstate Commerce Commission

Washington, D.C. 20423

4/22/91

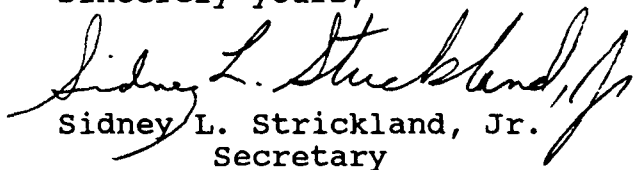
## OFFICE OF THE SECRETARY

Suzanne M. Te Beau  
Weiner, McCaffrey, Brodsky, Kaplan & Levin, P. C.  
Suite 800  
1350 New York Avenue, N. W.  
Washington, D. C. 20005-4797

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/22/91 at 1:25PM. , and assigned recordation number(s).

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20423-0001

OFFICE OF THE SECRETARY

Date: 11/5/98

Robert W. Alvord  
Alvord and Alvord  
918 Sixteenth St., NW., Ste. 200  
Washington, DC., 20006-2973

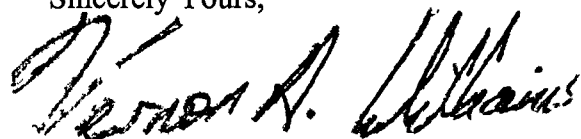
Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301

and 49 CFR 1177.3(c), on 11/5/98 at 2:32PM , and

assigned recordation number(s). 21770.

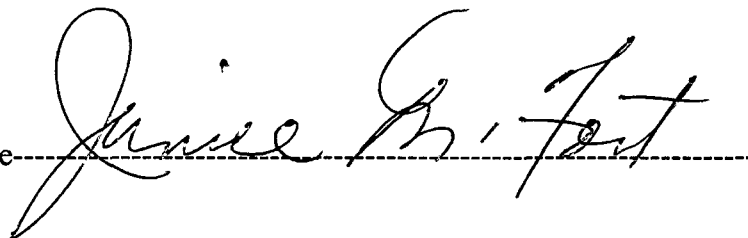
Sincerely Yours,

  
Vernon A. Williams

Enclosure(s)  
26.00

\$\_\_\_\_\_ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature



APR 22 1991 -1 22 PM

INTERSTATE COMMERCE COMMISSION

**SECURITY AGREEMENT AND MORTGAGE  
OF PERSONAL PROPERTY USED IN  
CONNECTION WITH THE OPERATION OF A RAILROAD**

THIS AGREEMENT is made as of March 20, 1991, between NORTHERN RAIL CAR LEASING, INC. (the "Debtor") and BANK ONE, MILWAUKEE, NA (the "Secured Party").

The parties agree as follows:

1. Debtor; Obligations and Certain Definitions.

(a) The Debtor is a corporation incorporated in the State of Wisconsin.

(b) The obligations secured by this Agreement consist of all debts, obligations and liabilities of Debtor to Secured Party arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Secured Party to Debtor, to Debtor and another, or to another guaranteed or endorsed by Debtor, including the following-described debts, obligations and liabilities, all of which are defined herein collectively as the "Obligations":

(i) Due payment of all principal, interest and other charges payable by Debtor to Secured Party under the credit agreement between Debtor and Secured Party dated the date hereof ("Credit Agreement") and under the Master Draw Note and Term Note dated the date hereof and any Term Note issued under the Credit Agreement hereafter, and any extensions, modifications or refinancing thereof; and

(ii) Due payment of all amounts required to be paid by Debtor and performance of all obligations of Debtor under the Credit Agreement, this Security Agreement and the other Related Documents to which Debtor is a party.

(c) The address of each location where Debtor conducts business is:

3240 East Van Norman Avenue  
Cudahy, WI 53110

(d) Debtor's mailing address is:

3240 East Van Norman Avenue  
Cudahy, WI 53110

(e) Any term capitalized but not specifically defined in this Security Agreement, which is capitalized and defined in the Credit Agreement shall have the same meaning for purposes of this Security Agreement as it has for purposes of the Credit Agreement.

2. Grant of Security Interest and Lien. As collateral security for each of the Obligations, the Debtor grants to Secured Party a security interest and lien in all of the following collateral, (the "Collateral") of Debtor:

The following property of Debtor as described herein, wherever located, whether now owned or subsequently acquired or arising (but excluding any railroad rolling stock acquired after the date hereof), and in the products, proceeds, additions and accessions thereof or thereto: the railroad rolling stock listed on Schedule 1 attached hereto and incorporated herein by this reference (the "Rolling Stock") and all leases and contracts for the use of the Rolling Stock (the "Leases"), together with all rights to receive payments thereunder, all accounts receivable with respect to the Rolling Stock, including accounts receivable arising from the sale of any Rolling Stock, and all proceeds thereof and all accounts and records with respect to the Rolling Stock or the Leases; and all proceeds of, spare parts for or accessions to any of the foregoing.

Provided, however, that subject to the terms hereof, the Debtor may retain possession of and use the Collateral in the ordinary course of its business so long as, but only so long as, no default of any of the Obligations shall have occurred and be continuing.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) The Debtor owns the Collateral free and clear of all mortgages, deeds of trust, pledges, liens, security interests and other charges and encumbrances of any nature whatsoever, except for Permitted Liens. The Collateral is not subject to any lease other than leases disclosed to Secured Party and which are subordinate to Secured Party's interest in the Collateral.

(b) No Uniform Commercial Code financing statement or other filing perfecting a security interest (other than the filings and financing statements relating hereto) covering any of the Collateral is filed or recorded, except with respect to Permitted Liens.

(c) The Debtor shall notify Lender of the existence of any Leases of Rolling Stock and, upon request shall identify the Lessee under all Leases.



(d) This Agreement and the performance of the Debtor's obligations hereunder have been duly and validly authorized by the Debtor and this Agreement constitutes the binding obligation of the Debtor enforceable in accordance with its terms.

4. Affirmative Covenants. So long as this Agreement shall remain in effect, the Debtor agrees to:

(a) Defend Debtor's title to the Collateral against all persons and against all claims and demands whatsoever.

(b) Keep accurate and complete records of the Collateral, and permit the Secured Party or its representatives at any time and from time to time to visit the Debtor's place or places of business where the Collateral or any part thereof may be held or located or Debtor's records pertaining to the Collateral may be kept and to inspect the Collateral and/or to examine or cause to be examined such records and to make abstracts therefrom or copies thereof, all at the sole cost and expense of the Debtor, so long as such inspection or examination does not unduly interfere with the business operations of Debtor.

(c) Prepare, as at such time or times as the Secured Party may reasonably request and at the Debtor's sole cost and expense, a schedule or schedules, in such form as shall be satisfactory to the Secured Party, describing in such detail as the Secured Party shall reasonably require all Collateral then owned by the Debtor and specifying the location of such Collateral and the Debtor's records pertaining thereto.

(d) Keep the Collateral and Secured Party's interest in it insured under insurance policies with such provisions, for such amounts and by such insurers as required under the Credit Agreement, and shall furnish evidence of such insurance satisfactory to the Bank. Debtor assigns (and directs any insurer to pay) to Secured Party the proceeds of all such insurance and any premium refund, and authorizes Secured Party to endorse in the name of Debtor any instrument for such proceeds or refunds and to apply such proceeds or refunds to any unpaid balance of the Obligations, whether or not due, or to the restoration of the Collateral, returning any excess to Debtor, or, in the name of Debtor, to make, adjust, litigate, compromise or release any claim against the issuer of any such policy or to settle any claims under any insurance on the Collateral.

5. Negative Covenants. As long as this Agreement remains in effect, Debtor will not:

(a) Change its name or the nature of its business or business address without the prior written consent of the Secured Party.

(b) Sell or otherwise dispose of the Collateral or any interest therein without the prior written consent of Secured Party, except that, until the occurrence of an Event of Default and the revocation by Secured Party of Debtor's right to do so, Debtor may sell or otherwise transfer or dispose of equipment so long as it is replaced with equipment of equal or greater value which is subject to the security interest and lien granted hereby.

(c) Permit any tangible Collateral to be located in any foreign country other than Canada or state (and, if county filing is required, in any county) in which a financing statement covering such Collateral is required to be, but has not in fact been, filed in order to perfect the security interest and lien granted hereby.

6. Events of Default. The following events or conditions shall constitute events of default ("Event of Default") under this Agreement:

(a) Debtor shall remain in default in the payment of any principal or interest on any Obligations to Secured Party, when and as the same shall become due and payable, whether at maturity or by acceleration or otherwise, after the expiration of any applicable grace period;

(b) An Event of Default shall occur under the Credit Agreement or Debtor shall default (as principal or guarantor or otherwise) with respect to any of the provisions of any evidence of the Obligations or any agreement under which such evidence of any Obligation may have been issued, and such Event of Default or default shall continue for more than any period of grace if any, specified in such instrument.

(c) Debtor shall: (i) apply for or consent to the appointment of a custodian, receiver, trustee or liquidator for all or a substantial part of its assets, (ii) be unable to, or admit in writing its inability to, pay its debts as they mature (iii) make a general assignment for the benefit of creditors, (iv) be adjudged a bankrupt or insolvent, (v) file a voluntary bankruptcy petition seeking an order for relief under the federal Bankruptcy Code or a petition or other pleading seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law, or an answer admitting the material allegations of a petition or other pleading filed against it in any bankruptcy, reorganization or insolvency proceeding, or (vi) corporate action shall be taken for the purposes of effectuating any of the foregoing;

(d) The making or furnishing, pursuant to this Agreement, of any warranty, representation or statement to Secured Party by or on behalf of Debtor which is or was false in any material respect when made or furnished; or

(e) The failure of Debtor to comply with any affirmative or negative covenant provided for in this Agreement.

7. Remedies Upon Default. Upon the occurrence of an Event of Default, Secured Party may, without being required to give any further notice to the Debtor, exercise with respect to the Collateral all of the rights and remedies available to Secured Party upon default under the applicable sections of the Uniform Commercial Code in effect in the State of Wisconsin or such other state in which the Collateral may then be located, and, in addition thereto, the rights and remedies provided for herein and such other rights and remedies as may be provided by applicable law. In addition to the foregoing rights and remedies, the Secured Party may:

(a) Require the Debtor to assemble the Collateral and make it available to the Secured Party at a place to be designated by the Secured Party reasonably convenient to both parties and in connection therewith, to order and cause any lessee to order the return of any railroad rolling stock to Secured Party. Further, the Secured Party shall have the right to contact any lessee of Collateral directly to require the return of Collateral to Secured Party and the right to take such other action on behalf of Debtor as may be necessary to accomplish the return of Collateral.

(b) Enter upon any premises where the Collateral or any part thereof may then be, and take possession of all or any part thereof. The Secured Party may hold, sell or dispose of all or any part of the same, free from any and all claims of the Debtor or any other party claiming by, through or under the Debtor, at law or in equity, at one or more public or private sales in such place or places, at such time or times, and upon such terms as the Secured Party may fix, with or without advertisement of any such sale or other disposal, all as the Secured Party may deem to be commercially reasonable, and may demand, collect and retain all proceeds, and all other sums due and to become due in respect of the same from any person whomsoever accounting only for receipts, if any, arising from such sale or disposition after charging against all receipts from such sale or disposition thereof all costs, expenses and damages or losses by reason of such sale or disposition.

(c) Unless the Collateral in the Secured Party's possession is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party shall give the Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if twenty (20) days' prior written notice of the sale or other intended disposition is given. At any such sale, the Collateral, or portion

thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Secured Party may (in its sole and absolute discretion) determine and in the case of a public sale the Secured Party may bid (which bid may be in whole or in part, in the form of cancellation of indebtedness) for and purchase the whole or any part of the Collateral. The Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. If the sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Secured Party until the sale price is paid by the purchaser or purchasers thereof, but the Secured Party shall incur no liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. Upon any sale of Collateral by the Secured Party hereunder (whether by virtue of the power of sale herein granted, pursuant to judicial process or otherwise), the receipt of the Secured Party or the officer making the sale shall be a sufficient discharge to the purchaser or purchasers and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Secured Party or such officer or be answerable in any way for the misapplication or nonapplication thereof.

8. Application of Proceeds of Disposition. All proceeds of disposition of Collateral by the Secured Party hereunder shall be applied as follows:

First: To the payment of all expenses incurred by the Secured Party in connection with such disposition, including, but not limited to, the expenses of taking, holding, storing, using, advertising, processing, preparing for sale and selling the Collateral to be disposed of, all court costs, and the reasonable attorneys' fees and legal expenses incurred by the Secured Party in connection with the exercise of any right or remedy hereunder, to the extent that such expenses, fees, advances and costs shall not theretofore have been reimbursed to the Secured Party;

Second: To the payment of interest accrued and unpaid on the Obligations to and including the date of such application in such order of priority as Secured Party determines in its sole discretion;

Third: To the payment of the principal amount of the Obligations in such order or priority as Secured Party determines in its sole discretion; and

Fourth: The balance (if any) of such proceeds shall be paid to the Debtor or as a court of competent jurisdiction may direct.

9. Waiver of Marshaling. Debtor hereby waives for itself, its successors and assigns, any equitable right available to it in respect of marshaling of assets hereunder and will not require Secured Party, prior to exhausting its remedies against Debtor, to exhaust its remedies against any other debtor securing the Obligations of Debtor to Secured Party.

10. Account Verification and Collection Rights of Secured Party. Secured Party shall have the right to verify any accounts or leases in the name of Debtor or in its own name; and Debtor, whenever requested, shall furnish Secured Party with duplicate statements of the accounts, which statements may be mailed or delivered by Secured Party for that purpose and Debtor shall provide Secured Party with duplicate copies of all Leases of Collateral upon request. Secured Party may at any time, while an Event of Default shall exist, notify any account debtor, lessee or any other person obligated to pay any amount due, that such Lease, chattel paper, account or other right to payment has been assigned or transferred to Secured Party for security and shall be paid directly to Secured Party, and Secured Party shall give notice to Debtor that Secured Party has so notified such account debtors, lessees or other person. If Secured Party so requests at any time after the occurrence of an Event of Default and while such Event of Default shall be continuing, Debtor will so notify such account debtors, lessees and other obligors in writing and will indicate on all invoices to such account debtors or other obligors that the amount due is payable directly to Secured Party. At any time after Secured Party or Debtor gives such notice to an account debtor, lessee or other obligor, Secured Party may (but need not), in its own name or in Debtor's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, or securing any such chattel paper, account, Lease or other right to payment, or grant any extension to, make any compromise or settlement with or otherwise agree to waive, modify, amend or change the obligations (including collateral obligations) of any such account debtor or other obligor.

11. No Waiver; Cumulative Remedies. No failure on the part of the Secured Party to exercise, and no delay in exercising, any right, power or remedy hereunder or under the Loan Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by the Secured Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

12. Continuing Security Agreement. The security interest and lien in the Collateral created hereby shall terminate only upon the payment or performance by Debtor of all Obligations as described herein. However, it is further agreed that the security interest and lien created herein shall again perfect and attach upon the Debtor again becoming thereafter indebted to the Secured Party, without the parties entering into a new security agreement or filing new financing statements so that this Agreement shall be a continuing security agreement so long as Debtor is at any time obligated to the Secured Party, even though from time to time the Obligations of Debtor to Secured Party may be satisfied. Debtor agrees that to the extent either Debtor or any guarantor of the Obligations, if any, makes a payment or payments to Secured Party, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy act or other federal or state law, common law or equitable cause, then, to the extent of such payment or repayment, the Obligation or part thereof intended to be satisfied shall be revived and continued in full force and effect as if said payment had not been made and the security interest and lien granted herein shall automatically reattach.

13. Notice. Whenever notice shall be required to be given under this Agreement, such notice shall be in writing and signed by or on behalf of the party giving such notice and shall be deemed sufficient when delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

Secured Party: BANK ONE, MILWAUKEE, NA  
111 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202  
Attention: Glenn Stoup or  
Sarah Lane

Debtor: To the address set forth in Section 1(d)  
to the attention of the Debtor.

or to such other place as a party may subsequently designate in writing.

14. Binding Agreement; Assignment. This Agreement, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto, and to each holder of the Obligations, and their respective personal representatives, heirs, successors or assigns.

15. Governing Law. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Wisconsin for matters of construction, validity and performance.

16. Secured Party Appointed Attorney-in-Fact. Upon default, the Debtor hereby appoints any employee of the Secured Party as Debtor's attorney-in-fact for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, said attorney shall have the right and power to receive, open and dispose of all mail addressed to Debtor; to notify the post office authorities to change the address for delivery of all mail addressed to Debtor to such address as the Secured Party may designate; to receive, endorse and collect all checks and other orders for the payment of money made payable to the Debtor. All acts of such attorney are ratified and approved and he shall not be liable for any act or omission or for any error of judgment or mistake of fact or law.

17. Maintenance of Security Interest and Lien and Further Assurances. Debtor shall pay all expenses and upon request take any action reasonably deemed advisable by Secured Party to preserve the Collateral or to establish, determine priority of, perfect, continue perfection, terminate and/or enforce Secured Party's interest in the Collateral or rights under this Agreement.

18. Expenses. Debtor shall reimburse Secured Party for any cost or expense incurred by Secured Party in protecting or enforcing its rights under this Agreement including, without limitation, reasonable attorneys' fees and expenses and all expenses of taking possession, holding, preparing for disposition and disposing of the Collateral. Such costs or expenses when incurred shall become part of the obligations.

19. Nonliability of Secured Party. The Secured Party has no duty to protect, insure, collect or realize upon the Collateral or preserve rights in it against parties. Debtor releases Secured Party from any liability for any act or omission relating to the Obligations, the Collateral or this Agreement, except for Secured Party's willful misconduct.

20. Submission to Jurisdiction. Secured Party may enforce any claim arising out of this Agreement in any state or federal court having subject matter jurisdiction and located in Milwaukee, Wisconsin. For the purpose of any action or proceeding instituted with respect to any such claim, Debtor hereby irrevocably submits to the jurisdiction of such courts. Debtor irrevocably consents to the service of process out of said courts by mailing a copy thereof, by registered mail, postage prepaid, to Debtor and agrees that such service, to the fullest extent permitted by law, (a) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding, and (b) shall be taken and held to be valid personal service upon personal delivery to it.

Nothing herein contained shall affect the right of Secured Party to serve process in any other manner permitted by law or preclude Secured Party from bringing an action or proceeding in respect hereof in any other country, state or place having jurisdiction over such action. Debtor hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any court located in Milwaukee, Wisconsin and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum.

21. Jury Trial. Each party hereto hereby expressly waives any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement, or under any amendment, instrument, document or agreement delivered or which may in the future be delivered in connection herewith or arising from any relationship existing in connection with this Agreement, and agrees that any such action or proceeding shall be tried before a court and not before a jury.

22. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be changed or modified except by a written instrument executed by the parties hereto. The invalidity of any part or parts of this Agreement shall not affect or negate the validity of the other terms and conditions hereof. Headings are for reference purposes only and shall in no way limit the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to constitute one and the same agreement. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the obligations.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

NORTHERN RAIL CAR LEASING, INC.

By: William Gordon (Seal)

Attest: Dog Schuman

BANK ONE, MILWAUKEE, NA

By: [Signature] (Seal)  
                    , Vice President

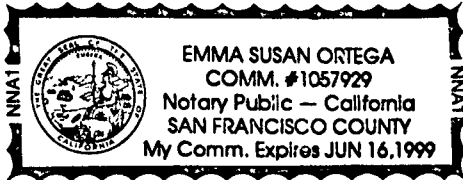
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STATE OF CALIFORNIA       )  
                                      ) S.S.  
COUNTY OF SAN FRANCISCO )

On June 10, 1998, before me, Emma S. Ortega,  
personally appeared John F. Dains, Senior Vice President and Chief Financial  
Officer of **HELM FINANCIAL CORPORATION**,

☒ personally known to me   -OR-

— proved to me on the basis of satisfactory evidence to be the  
person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.



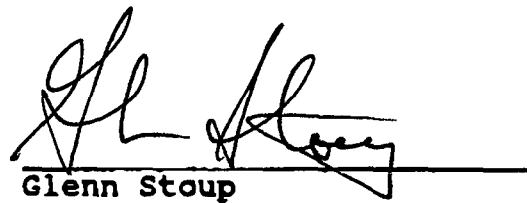
[Notarial Seal]

Witness my hand and official seal.

Emma Susan Ortega  
SIGNATURE OF THE NOTARY

I, Glenn Stoup, certify that I am the Vice President of Bank One, Milwaukee, NA, that the foregoing instrument was signed on behalf of the Corporation by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of the Corporation.

Dated as of March 20, 1991.



Glenn Stoup

TLR812.OTH\8657\1

I, William Gardner, certify that I am the President and Chief Executive Officer of Northern Rail Car Leasing, Inc., that the foregoing instrument was signed on behalf of the Corporation by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of the Corporation.

Dated as of March 20, 1991.

  
\_\_\_\_\_  
William Gardner

TLR812.OTH\8657\1

# SCHEDULE 1

## Railroad Rolling Stock

WSOR	503001	WSOR	503052	WSOR	503102	WSOR	503153
WSOR	503002	WSOR	503053	WSOR	503103	WSOR	503154
WSOR	503003	WSOR	503054	WSOR	503104	WSOR	503155
		WSOR	503055	WSOR	503105	WSOR	503156
WSOR	503005	WSOR	503056	WSOR	503106	WSOR	503157
WSOR	503006	WSOR	503057	WSOR	503107	WSOR	503158
WSOR	503007	WSOR	503058	WSOR	503108	WSOR	503159
WSOR	503008	WSOR	503059	WSOR	503109	WSOR	503160
WSOR	503009	WSOR	503060	WSOR	503110	WSOR	503161
WSOR	503010	WSOR	503061	WSOR	503111	WSOR	503162
WSOR	503011	WSOR	503062	WSOR	503112	WSOR	503163
WSOR	503012	WSOR	503063	WSOR	503113	WSOR	503164
WSOR	503013	WSOR	503064	WSOR	503114	WSOR	503165
WSOR	503014			WSOR	503115	WSOR	503166
WSOR	503015	WSOR	503066	WSOR	503116	WSOR	503167
WSOR	503016	WSOR	503067	WSOR	503117	WSOR	503168
WSOR	503017	WSOR	503068	WSOR	503118	WSOR	503169
WSOR	503018	WSOR	503069	WSOR	503119	WSOR	503170
WSOR	503019	WSOR	503070	WSOR	503120	WSOR	503171
WSOR	503020	WSOR	503071	WSOR	503121	WSOR	503172
WSOR	503021	WSOR	503072	WSOR	503122	WSOR	503173
WSOR	503023	WSOR	503073	WSOR	503123	WSOR	503174
WSOR	503024	WSOR	503074	WSOR	503124	WSOR	503175
WSOR	503025	WSOR	503075	WSOR	503126	WSOR	503176
WSOR	503026	WSOR	503076	WSOR	503127	WSOR	503177
WSOR	503027	WSOR	503077	WSOR	503128	WSOR	503178
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WSOR	503033	WSOR	503083	WSOR	503134	WSOR	503184
WSOR	503034	WSOR	503084	WSOR	503135	WSOR	503185
WSOR	503035	WSOR	503085	WSOR	503136	WSOR	503186
WSOR	503036	WSOR	503086	WSOR	503137	WSOR	503187
WSOR	503037	WSOR	503087	WSOR	503138	WSOR	503188
WSOR	503038	WSOR	503088	WSOR	503139	WSOR	503189
WSOR	503039	WSOR	503089	WSOR	503140	WSOR	503190
WSOR	503040	WSOR	503090	WSOR	503141	WSOR	503191
WSOR	503041	WSOR	503091	WSOR	503142	WSOR	503192
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WSOR	503048	WSOR	503098	WSOR	503149	WSOR	503199
WSOR	503049	WSOR	503099	WSOR	503150	WSOR	503200
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WSOR	503051	WSOR	503101	WSOR	503152	WSOR	503202

WSOR	503203	WSOR	501001	WSOR	501330	WSOR	501314
WSOR	503204	WSOR	501002	WSOR	501331	WSOR	501315
WSOR	503205	WSOR	501003	WSOR	501332	WSOR	501316
WSOR	503206	WSOR	501006	WSOR	501333	WSOR	501317
WSOR	503207	WSOR	501007	WSOR	501334	WSOR	501318
WSOR	503208	WSOR	501008	WSOR	501335	WSOR	501319
WSOR	503209	WSOR	501009	WSOR	501336		
WSOR	503210	WSOR	501012	WSOR	501337	WSOR	501321
WSOR	503211	WSOR	501013	WSOR	501338	WSOR	501322
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WSOR	503216	WSOR	501018	WSOR	501343	WSOR	501327
WSOR	503217	WSOR	501019	WSOR	501344	WSOR	501328
WSOR	503218	WSOR	501020	WSOR	501345	WSOR	501329
WSOR	503219	WSOR	501021	WSOR	501346	WSOR	2001
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WSOR	503230	WSOR	501035	WSOR	501307		
WSOR	503231	WSOR	501036	WSOR	501308		
WSOR	503232			WSOR	501309		
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WSOR	503250						